TRIAL—EXAMINING JUROR—INDEMNITY INSURANCE.—In an action for personal injuries brought by an employee against his employer, while examining the jury panel upon their *voir dire,* the counsel for the plaintiff asked each prospective juror whether or not he would be prejudiced by knowledge that the X company was an insurer against any injury to the defendant's employees. These questions were admitted over the objections by the opposing counsel, who appealed. *Held,* that this was a reversible error, since such conduct constituted a basis for an inference that defendant had indemnity insurance. *Arnold v. California Portland Cement Co.* (1919, Calif.) 183 Pac. 171.

It is well settled that in this class of actions a jury should not be allowed to consider the fact that the employer is insured against accidents to his employees. *Sawyer v. Arnold Shoe Co.* (1897) 90 Me. 369, 38 Atl. 333; *Herrin v. Daly* (1902) 80 Miss. 340, 31 So. 790. But as a basis for the examination of the jurors on the *voir dire,* evidence may be offered to show that an insurance company is interested in the outcome of the action. *Egner v. Curtis, Fowle & Paine Co.* (1914) 96 Neb. 18, 146 N. W. 1032; *Archer v. Skahen* (1917) 137 Minn. 432, 163 N. W. 784. For if a juror has a direct pecuniary interest in a company insuring the defendant against injury to his employees, he is subject to a challenge for cause. *Citizens' Light, Heat & Power Co. v. See* (1913) 182 Ala. 561, 62 So. 199. This information is also necessary to enable the counsel to use intelligently his peremptory challenges. *Foley v. Cudahy Packing Co.* (1903) 119 Iowa, 246, 93 N. W. 284; *Spoonick v. Backus-Brooks Co.* (1903) 89 Minn. 354, 94 N. W. 1079. All the courts recognize that evidence admitted for the sole purpose of providing a basis for the examination of prospective jurors is likely to be misused, and consequently it is universally required that the counsel's questions be asked in good faith. *Pekin, Stone & Mfg. Co. v. Ramey* (1912) 104 Ark. 1, 147 S. W. 83; *Camp v. Churchill* (1914) 186 Ala. 173, 65 So. 336. The instant case is in accord with the holdings of some courts which hold that the examination of the jurors must be so conducted as not to imply that defendant is insured against liability. *Odell v. Genesee Const. Co.* (1911) 145 App. Div. 125, 129 N. Y. Supp. 122; *Mithen v. Jeffery* (1913) 259 Ill. 372, 102 N. E. 778. It is submitted that the better view does not so restrict the counsel in his examination. *Swift v. Platte* (1903) 68 Kan. 10, 74 Pac. 635; *Viou v. Brooks-Scanlon Lumber Co.* (1906) 99 Minn. 97, 108 N. W. 891. For it is difficult to understand how a counsel could intelligently examine jurors, unless the fact as to the existence of liability insurance, the particular company writing it, its local agents, etc., are disclosed to the jury panel.

TRIAL—NEW TRIAL—IMPOSSIBILITY OF PROCURING RECORD OF TRIAL.—The appellants were convicted of a crime in the court below and took the usual proceedings to appeal. Due to the death of the court stenographer, a transcript of the proceedings could not be obtained. A motion was then made to the Supreme Court asking that a new trial be directed on the ground that they could not be heard on appeal from the judgment rendered. *Held,* that the court had no power to grant the motion. *State v. Ricks* (1919, Idaho) 180 Pac. 257.

There is a sharp conflict of authority whether or not a new trial will be granted where the party has lost the benefit of regularly taken exceptions through no fault or negligence of his own. Those courts whose creation and jurisdiction depend entirely upon statute refuse a new trial, except under circumstances named in the statute. *Stenographer Cases* (1905) 100 Me. 271, 61 Atl. 782. Other jurisdictions, as in the instant case, deny such relief on the theory that the right to a new trial is purely statutory and is to be granted upon certain